

CONTRACT

COPY

This agreement is entered into as of the 1st day of March, 2006 by and between Indiana Assessment Service, (Contractor) with its principal address located at 1611 Main Street, Rochester, Indiana 46975, and Benton County, (Client) with its principal address located at 706 E. 5th Street, Suite 12, Fowler, IN 47944.

In consideration of Client retaining Indiana Assessment Service (IAS) to provide real property assessment maintenance service for Client, it is agreed as follows:

- (1) **TERMS OF AGREEMENT:** - Contractor will provide Client with real property assessment maintenance service. The term of this contractual agreement shall be March 1, 2007, to April 1, 2007.

For services related to the 2007, pay 2008, real property assessment maintenance assistance, the following fee shall apply:
A flat fee of \$9,600.00 (nine thousand six hundred dollars) for an estimate of no more than 240 (two hundred forty) parcel units. The Client agrees that there will be no fee reduction if the parcel unit is less than 240 (two hundred forty). The Client agrees that Contractor provides 1 (one) field inspection to collect data on changes resulting from new construction, alterations, and demolitions for residential, agricultural, commercial & industrial properties. Each additional field inspection, or each unit exceeding the 240 (two hundred forty) parcel unit estimate, will be provided at an additional cost of \$40.00 (forty) dollars per parcel unit, per field inspection. Any additional parcels over the 240 (two hundred forty) parcel estimate will be charged at the above-mentioned rate. Upon termination of this agreement, payments under this paragraph shall cease; provided, however, that Contractor shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Contractor has not yet been paid.

**NOTE: This fee base of \$9,600.00 (nine thousand six hundred dollars) is billed in 1 (one) monthly payment. On the first day of each month, Contractor will submit a monthly billing invoice to the Client. The amount stipulated on the monthly billing invoice will be due within 30 (thirty) days from the date of the billing invoice. Additional fees over the base fee will be billed in the same billing invoice, with payment due within 30 (thirty) days from the date of the billing invoice. If services are completed prior to the end of the stipulated contract period, Contractor will submit final billing invoice to include the entire sum of the remaining fees due the Contractor.*

- (2) **DESCRIPTION OF SERVICE:** - The Client hereby retains Contractor, under the provisions of this contractual agreement, to perform the following real property assessment maintenance consulting service:

2a) REAL PROPERTY ASSESSMENT MAINTENANCE SERVICE: - Contractor provides the local assessing officials with field data collection on changes resulting from new construction, alterations, and demolitions for residential, agricultural, commercial & industrial properties of certain designated properties and effect the value effective for the tax lien date of March 1, 2007, as specified. Contractor shall make changes to the field copy of the current assessment record card in red pencil. Contractor shall provide a priced property record card for all 2007 changes resulting from new construction, alterations, and demolitions on commercial and industrial properties. Contractor shall not price or provide Client with a priced property record card for residential or agricultural properties.

2b) Level Two Certified Assessor-Appraiser: - All employees of the Contractor are Level Two Assessor-Appraiser certified. Therefore, a certified Level Two Assessor-Appraiser will personally fulfill, review, direct, administer, supervise or oversee the precise contractual duties as stated herein.

- (3) **SUPPORT SERVICE** - With respect to the 2007 real property assessment maintenance service, the Client agrees to provide the following support service to the Contractor:
- Copies of the current assessment record card with building permit information
 - Copy of parcel location map
 - The Client shall route (assign a number) each property record card to parcel location on map to match individual parcel with location on parcel map
 - Other records as they may be deemed necessary
 - On each parcel, Client shall enter the Contractor's data collection information into the county assessor's system software to ensure accurate pricing and assessment.

- (4) **DIRECTION OF THIS AGREEMENT:** - The entire contractual agreement shall be under the direction of the County Assessor, or their designee, as contract representative, and as such shall have the right of final approval of all personnel, procedures, and

related forms.

(5) **CONTRACT REPORTS AND MONITORING:** - The Contractor shall be required to provide written progress reports to the contract Representative in a form reasonably prescribed by the Assessor. The reports must include the status of the work being done. The Contract Representative may require additional information be included in the reports. The Contractor shall submit the reports to the Contract Representative on or before the 30th day of the month. The Contract Representative may at all times inspect the records of the Contractor to verify the progress and evaluate the quality of work performed. The Contract Representative may accompany the Contractor's personnel in their assigned duties to assure the Contractor's adherence with contractual specifications and approved procedures. The Contractor shall extend its full cooperation to the Contract Representative by providing access to all program related records, and my making personnel available upon request for the purpose of monitoring quality, performance and progress.

(6) **PENALTIES:** - Payments due under this Contract shall be reduced by the amount of \$50.00 (fifty dollars and zero cents) per business day, for each business day Contractor fails to complete the contractual services. The specified date for completion of contractual services under the contractual agreement is April 1, 2007.

(7) **ENTRY AND WORKSPACE:** - The Client agrees to supply temporary workspace area (free of charge) to Contractor's agents. The temporary workspace area shall be located within the local assessing official's office. Temporary workspace area is provided to Contractor on a short-term basis, to the extent needed, to fulfill any obligations for the Client.

(8) **TERMS AND CONDITIONS:** - It is understood that Contractor shall, at all times, have complete control over the services of its personnel while working under this contractual agreement, and expressly reserves the right to control the manner, means and details to ensure performance of services, as well as the ends to be accomplished. It is also understood that Client shall not solicit any Contractor agent(s) for employment. If Client fails to comply with this contractual provision, and hires the Contractor's agent as Client's employee, the Client agrees to pay Contractor the entire gross annual amount of that Contractor employee's total annual gross salary* as compensation to Contractor for employee loss.

**NOTE: Total annual gross salary will be determined using Contractor's current record of gross annual salary for that Contractor employee.*

(9) **CONFIDENTIAL INFORMATION:** - The parties have determined that certain needed information from the Client to the Contractor is confidential in nature. The Client, upon marking the needed information as "Confidential", limits the use of that information by the Contractor. Contractor may use "Confidential" information of Client only for the purpose of this contractual agreement, and shall protect such "Confidential" information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Contractor may disclose "Confidential" information received hereunder to Contractor's attorney. No other disclosure of "Confidential" information is permitted. Client assumes all risks, known or unknown, incident to Contractor use of "Confidential" information, and Contractor shall have no liability of any kind to Client or any third party arising out of such use.

(10) **DEFAULT:** - If Client shall fail to pay payment when due, or perform any term hereof, after not less than seven (7) days written notice of such default given in the manner required by law, the Contractor, at it's option, may terminate all services described within this contract, unless Client, within said time, shall cure such default.
In the event of default of payment by Client, Contractor may elect to (a) continue the contract in effect and enforce all it's rights and remedies hereunder, including the right to recover the payment(s) as they become due, or (b) at any time terminate all of the Client's rights hereunder and recover from the Client all damages they may incur by reason of the breach of the contract, the cost of recovering all future unpaid contractual payments, the Contractor's loss of income to cover the amount of time spent to enforce this provision, and the Contractor's reasonable incurred attorney fees.

(11) **WAIVER:** - Failure of Contractor to enforce any term hereof shall not be deemed a waiver, nor shall any acceptance of a partial payment be deemed a waiver of the Contractor's right to the full amount thereof.

(12) **SEVERABILITY:** - If any provision or clause of this contract or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or application of the contract which can be given effect without the invalid provision of application, and to this end the provisions of this contract are declared to be severable.

(13) **ATTORNEY FEES:** - In any legal action brought by the Contractor to enforce the terms hereof, the Contractor shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

(14) **TERMINATION OF THIS ENTIRE AGREEMENT:** - Either party may make termination of this entire agreement, with 30 days written

notice. Written notice must be given by certified mail. The remaining fee, which is due the Contractor from the Client, is to be paid in full on the date of contract termination. The contract will become void if the Contractor's Professional Appraiser Certification which has been issued by the Department of Local Government Finance should be revoked.

(15) NOTICES: - Any notice which either party may give, or is required to give, may be given by mailing the same, postage prepaid, to the Client, at the address shown above, or to the Contractor, at the address shown above, or at such other places as may be designated by the parties from time to time.

(16) FORMAT AND ACCESS OF CONTRACTOR RECORDS:

The Contractor shall generate complete parcel characteristics and parcel assessment data in a manner and format acceptable to the Legislative Services Agency and the Department of Local Government Finance. Contractor shall create the data in a usable and readable and transferable format in the form required by the Legislative Services Agency and the division of data analysis of the Department of Local Government Finance. The parties agree that both the Legislative Services Agency and the Department of Local Government Finance have unrestricted access to the Contractor's work product under this contract.

INDEPENDENT CONTRACTOR AGREEMENT: - It is understood that the Contractor executes this agreement as an independent contractor and is not an employee of the Client. Contractor waives any rights to recovery from Client for any injuries that Contractor (and/or Contractor's employees) may sustain while performing services under this contractual agreement and that are a result of the negligence of Contractor or Contractor's employees.

RETURN OF RECORDS: - Upon completion or termination of this contractual agreement, Contractor shall return all records, notes, data, and equipment of any nature that are Client's property or related to Client's business.

ENTIRE AGREEMENT: - The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following attachment(s) and rider(s), if any, have been made a part of this agreement before the parties' execution hereof: _____

Dated this the 20th day of March, 2007

Board of Commissioners of Benton County

Print Client Name

706 E. 5th Street

Client Principal Address

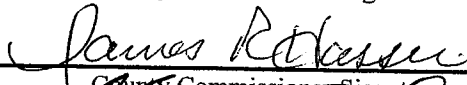
Fowler, IN 47944

City/State/ZIP Code

765-884-1205

Client Telephone Number

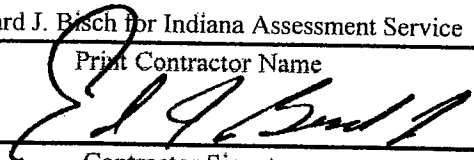

County Commissioner Signature


County Commissioner Signature


County Commissioner Signature

Edward J. Bisch for Indiana Assessment Service

Print Contractor Name


Contractor Signature

President

Contractor Title

1611 Main Street

Contractor Principal Address

Rochester, IN 46975

City/State/ZIP Code

574-223-4777

Contractor Telephone Number